

Letter of Agreement
PPS and PAT - Health and Safety
August 31, 2021

Preamble

Portland Public Schools (“the District”) and the Portland Association of Teachers (“the Association”) recognize the impact that the COVID-19 crisis has on students and parents we serve, the educators and staff who work in service of our students.

The District and the Association share in the strong belief of being guided by public health and science to establish effective health and safety measures to keep students and staff as healthy and safe as possible against COVID-19.

The District and the Association agree to the following measures against COVID-19 to maximize safety conditions in our schools.

This agreement is between Portland Public Schools (“the District”) and the Portland Association of Teachers (“the Association”), together, “the parties.” Unless expressly altered by this Letter of Agreement (LOA), the existing collective bargaining agreement (CBA) remains in full effect.

The duration of this (LOA) is for the remainder of the 2021-2022 school year. The parties agree that this LOA is intended to address COVID related safety and working condition issues. This language does not limit the Association from demanding to bargain over newly developed COVID conditions that impact safety or working conditions. An agreement regarding working conditions will be addressed by both parties once safety terms contained in this LOA have been ratified by the parties.

1. School administrators are required to exclude staff and students from school whom they have reason to suspect have been exposed to COVID-19. The District will adhere to the standard operating procedures outlined by Multnomah County and MESD public health officials to determine appropriate isolation and quarantine procedures.
2. School administrators will plan for and maintain health care and space that is appropriately supervised and adequately equipped for providing first aid and isolating the sick or injured student.
3. PPS shall comply with the statewide and Multnomah County mask-mandate, and provide KN-95 masks to any educator who requests them, subject to availability.
4. There is a protocol for educators, without loss of pay, to self-isolate as a way to respond to local school-based outbreaks or their own COVID symptoms.
5. The District will continue to have a Safety Committee at each school. The Safety Committee must include one to two PAT members selected by the Association members in the building. Safety Committees will complete their tours prior to student occupation of the space on September 7th. Building Safety Committees will follow a jointly produced safety checklist. If a safety provision is not in place, it will be corrected prior to the room being utilized for in-person instruction. If a professional educator has a safety concern after the initial tour, the professional educator will bring that concern to the administrator. After student instruction begins, if a room does not meet the agreed upon safety protocol and changes cannot be made within a reasonable amount of time, the room will not be used for in-person instruction until safety conditions are met. Educators on the safety committee will receive substitute educator assistance, or if the committee meets during educator-directed time, the educator can do an equivalent amount of educator-directed time outside of the workday at their hourly rate. Educators shall be provided room checklists to use on a daily basis if necessary to ensure that safety guidelines in rooms are maintained.

6. Professional educators who cannot receive vaccinations due to verifiable medical conditions verified by a licensed physician, who live with at-risk family members who have not been vaccinated due to a medical condition verified by a licensed physician, who live with immunocompromised children under age 12, verified by a licensed physician, or who cannot receive the vaccination due to bona fide religious reasons, will notify PPS HR of their need for reassignment to an appropriate distance learning position for the duration of the 2021-2022 school year, if available. The District will make every reasonable and good-faith effort to effect the availability of the positions, and educators with medically related needs will receive priority for the placements. If no suitable placement is available, the educator may apply for a FMLA/OFLA leave; if the educator does not qualify for a FMLA/OFLA leave they may request, and be granted, an unpaid ~~a~~ leave of absence for the duration of the school year. Educators on a leave of absence under this provision shall return to work with the rights listed under 17.5.1 of the existing CBA.
7. In addition to positions created by OLA roles, the District will make available at least five (5) additional remote work positions dedicated to supporting students who are in quarantine due to COVID. Each of these positions will be reserved for professional educator who cannot receive vaccinations due to medical conditions verified by a licensed physician, who live with at-risk family members who have not been vaccinated due to a medical condition verified by a licensed physician, or who live with immunocompromised children under age 12 verified by a licensed physician. The District will make assignments to OLA positions first, and then make assignments to available COVID student support roles. The district and the Association will convene as needed to identify and develop possible additional remote positions. They shall return to paid status upon reporting at the beginning of a semester, or when new distance learning positions (if available) are assigned to them, for work under the terms of Article 17.5.1 of the existing CBA.
8. No educator shall be required to offer both distance learning and in-person instruction simultaneously.
9. The District shall open the Online Learning Academy to any student whose parents wish to opt for an alternative to in-person learning through August 27, 2021.
10. In addition, PPS will repost positions for the Online Learning Academy such that:
 - a. All remaining/new virtual or remote/online only assignments shall be filled by appropriately licensed bargaining unit employees in need of telework accommodations pursuant to 6 of this agreement.
 - b. Bargaining unit members assigned to any virtual or remote/online only assignments because of COVID medical conditions listed under number 6 above shall maintain job protection in their positions at their original school or program as called for in Article 17.5.1 of the existing CBA unless the professional educator waives that right. If the educator does not wish to return to their original school or program they will be unassigned for the following school year. If an educator was reassigned to OLA according to number 6 above and there is a drop in enrollment enough to reduce OLA staff, the staff that were reassigned will return to their previously held position at a semester break, or take a leave of absence (whatever leave is applicable).
 - c. In order to stabilize class assignments for the start of the school year while also allowing for prioritizing remote assignments to PAT members with medical needs, positions at schools and programs that are vacated by PAT members due to their reassignment to OLA/distance learning assignments based on paragraph 6 above will be temporary and might not be filled by regularly-employed PAT members who are already assigned to a position for the 2021-22 school year. It is understood that the District is not required to transfer individuals from current positions to newly open positions because of vacancies created by new OLA/distance assignments.

11. The District will ensure that certain basic safety precautions are in place. The District shall:

- a. Implement and adhere to a layered mitigation strategy to reduce the risk of transmission.
- b. Develop, and communicate in pre-service professional development, clear health-check protocols for students arriving at school each day. Students or adults exhibiting signs of illness shall be isolated until they can return home.
- c. Publish the District's "COVID Case Protocol" before students or staff are expected to report to the building for the resumption of in-person education.
- d. Produce a guide published online based on ODE/CDC guidance for families which explains any risk to students, to families, and to the community that results from the return to in-person education. The document shall explain the layered health and safety protocols the District shall use to create a safe school environment. The document shall be in all six PPS-supported languages, and translation services will produce support, in the form of verbal translations for families who do not speak one of the district-supported languages.
- e. Notify professional educators, as well as the wider school community, of any incident of COVID-19 infection/outbreak within that building within 24 hours of a confirmed case. Notification shall be by e-mail.
- f. Notify all directly involved staff of an outbreak within their room/work space and the steps that have been taken/will be taken to sanitize the area before students and staff are allowed to report to that room.
- g. Provide COVID-19 asymptomatic testing for screening and for-all symptomatic staff and students. Any symptomatic student who is tested (even if they test negative) must remain in a symptom space until they leave school immediately and not return until allowed by the RSSL guidance. If there is positivity, all people exposed (e.g., a school cohort) will follow the quarantine recommendations of the OHA or other governing health authority. The District shall request consent to test students for Covid-19 from student families immediately upon receipt of the forms from OHA. Testing approval forms shall be included in the registration materials given to each family, and follow-up contact with families shall continue until all families have submitted the form. Testing shall be available when the District is in receipt of necessary supplies to perform the testing. Any family who requests support administering the tests shall be assisted by school administration or school health assistants.
- h. Provide the Association the procedure that will be used to ensure that buildings do not run out of needed cleaning supplies.
- i. Provide properly working handwashing stations or adequate hand sanitizer for the classroom each week. The District shall also supply sanitizing wipes or spray for each work setting.
- j. No professional educator will be required to work in a room that cannot accommodate the number of students with distance protocols, and all students will be required to wear masks except for students who are allowed not to wear a mask under Early Learning Division or RSSL guidelines. In accordance with RSSL, the District shall not serve a student in-person if they or their family choose not to wear a face covering. The District may offer a remote or online option for such students. In situations where students are allowed to not wear masks, professional educators who request shall be provided masks that meet standards equivalent to masks designated as KN95, face shields, protective garments, and gloves. Educators who work in focus classrooms will be provided with these items without having to request the items.

k. Should a professional educator have concerns about the temperature in their workspace they may contact their administrator who will take reasonable measures to alleviate the situation, including possibly locating a temporary alternative workspace.

l. The District shall:

- i. Follow current guidance for ventilation and air quality set forth by the CDC and ODE.
- ii. Follow CDC/ASHRAE guidelines for HVAC operation, including the maintenance of regular filter changeout schedules and periodic filter Inspections.
- iii. Order a sufficient number of HEPA Air Purifiers to supply one in all rooms/spaces where students are designated to meet with professional educators.
- iv. Adjust building HVAC outside air dampers such that the damper setting allows for the maximum air exchanges possible.
- v. Start HVAC systems two hours prior to buildings being occupied to bring fresh outside air into the building and operate HVAC systems continuously while the buildings are occupied and for two hours after occupation.
- vi. For professional educators whose assignment requires them to be in a facility not operated by PPS, professional educators may work remotely if air purifiers that the district is purchasing or an alternative workspace cannot be provided.
- vii. Ensure that buildings will increase the amount of fresh outside air that is introduced into the system, and create a plan for air exchange for times when conditions do not allow it.
- viii. Ensure that buildings use exhaust systems to remove air from indoors to the outdoors; and Physical Distancing:

12. Support physical distancing in all daily activities and instruction, maintaining at least three (3) feet between students in every learning space.

13. Each educational space will be evaluated to, ensure the maintenance of at least three (3) feet of space between students in rooms, including space for educator and student movement, in accordance with RSSL, which states: "Support physical distancing in all daily activities and instruction, maintaining at least 3 feet between students to the extent possible." For those remaining spaces that do not allow for a full 3 feet, the District will apply the following measures as applicable: Remove ancillary furniture, rearrange desks, change desk types, move or switch larger class sizes with smaller class sizes, and/or repurpose traditional non-classroom spaces to use as classrooms. Professional educators may change the arrangement of the room, including removing or adding equipment and/or desks, so long as distancing requirements continue to be met.

If those measures still do not create three feet of social distancing, the District will inform the families whose student will be impacted, and take specific operational practices including, but are not limited to:

- a. The District will measure the per hour air exchange rate of the educational space and will identify measures available to increase air exchange in those spaces. The District will meet with PAT and the members who work in affected rooms to discuss the test results and will make a good faith effort to make improvements.
- b. The District will double the number of HEPA air purifiers required by square footage for the space.
- c. The District will verify all facility support ventilation equipment is operating in an optimal manner. The District will create a record of tests performed in building workspaces during a time of all scheduled students are present. HVAC records will be provided by the District upon request.
- d. The District will provide for two-hour pre and post-occupancy building fresh air ventilation purges.
- e. The District will not assign students who are not required to wear masks under RSSL guidelines to rooms where three feet of social distancing is not possible.
- f. The District will not assign educators who have any medical issue, listed in number 6 above, to rooms where three feet of social distancing are not possible.

14. The District will offer two (2) informational sessions, for employees who wish to attend, on District HVAC protocols for school employees to attend. The district will create a process to collect and answer educator questions regarding the HVAC protocols.
15. Students and staff are required to wear face coverings unless they have a documented exception to the rule.
16. The District will work with building staff to develop ways to minimize time standing in lines and take steps to ensure that required distance between students is maintained, including marking spacing on floor, one-way traffic flow in constrained spaces, etc.
17. In all PK-5, and in self-contained grade 6 classrooms, the District will develop stable school-cohorts to manage risks in the potential spread of COVID-19. The District will use the following strategies to create cohorts:
 - a. use cohorts to limit the number of exposed people when a COVID-19 case is identified in the school.
 - b. use cohorts to quickly identify exposed individuals when a COVID-19 case is identified.
 - c. use cohorts to minimize the number of people who may need to be quarantined as well as school-wide disruptions in student learning.
18. Any “advisory” RSSL safety provisions not addressed by this LOA or the CBA shall be treated as mandatory by the parties.

For the Association:

Elizabeth Thiel, President

Name



Signature

September 21, 2021

Date

For the District:

Guadalupe Guerrero, Superintendent

Name



Signature

16 September 2021

Date